



**BID NO.: 6750-5/17**

**OPENING: 2:00 P.M.  
WEDNESDAY  
AUGUST 1, 2007**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES,  
PRE-QUALIFICATION OF BIDDERS**

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

<b>BID DEPOSIT AND PERFORMANCE BOND:</b>	N/A
<b>CATALOGUE AND LISTS:</b>	N/A
<b>CERTIFICATE OF COMPETENCY:</b>	N/A
<b>EQUIPMENT LIST:</b>	N/A
<b>INDEMNIFICATION/INSURANCE:</b>	N/A
<b>LIVING WAGE:</b>	N/A
<b>PRE-BID CONFERENCE/WALK-THRU:</b>	N/A
<b>MEASURES:</b>	SEE SECTION 2, PARAGRAPH 2.2
<b>SAMPLES/INFORMATION SHEETS:</b>	N/A
<b>SECTION 3 – MDHA:</b>	N/A
<b>SITE VISIT/AFFIDAVIT:</b>	N/A
<b>USER ACCESS PROGRAM:</b>	SEE SECTION 2, PARAGRAPH 2.21
<b>WRITTEN WARRANTY:</b>	N/A

**FOR INFORMATION CONTACT:**

**Maggie R. Reynaldos at 305-375-1658, or at [mtc@miamidadecounty.gov](mailto:mtc@miamidadecounty.gov)**

**IMPORTANT NOTICE TO BIDDERS:**

- **Read this entire document & handle all questions in accordance with Section 1, Paragraph 1.2(D)**
- **Attach an executed set and two copies of the Appendix Formal Bid Affidavits to your submittal**
- **Failure to complete the certification regarding Local Preference on page 21 of Section 4, Bid Submittal Form shall render the vendor ineligible for Local Preference**
- **Failure to sign page 21 of Section 4, Bid Submittal Form will render your bid non-responsive**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 6750-5/17**

**Title: Air Conditioning and Refrigeration Parts and Supplies, Pre-Qualification of Bidders**

**Sr. Procurement Contracting Agent: Maggie R. Reynaldos, CPPB**

**Bids will be accepted until 2:00 p.m. on Wednesday, August 1, 2007**

**At the:**

**CLERK OF THE BOARD**

**Stephen P. Clark Center**

**111 NW 1<sup>st</sup> Street**

**17<sup>th</sup> Floor, Suite 202**

**Miami, Florida 33128-1983**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

**All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.**

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

## SECTION 1 GENERAL TERMS AND CONDITIONS

### 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.  
**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.

**Enrolled Vendor** – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002**, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

### 1.2. INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

#### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

#### C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbccc@miamidade.gov](mailto:clerkbccc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

## SECTION 1

### GENERAL TERMS AND CONDITIONS

or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

#### E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

#### F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Purchasing Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

#### G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments

due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

#### 1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

#### 1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### 1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do

## SECTION 1

### GENERAL TERMS AND CONDITIONS

business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

#### 1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

#### 1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

#### 1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

#### 1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

#### 1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a **valid** occupational license, issued by Miami-Dade County **at** least one year prior to bid or proposal submission, **that** is appropriate for the goods, services or construction **to** be purchased;
2. a business that has **physical** business address located within the limits of Miami-Dade County from which the vendor operates or performs **business**. Post Office Boxes are not verifiable and shall **not** be used for the purpose of establishing said physical address; and
3. a business that **contributes** to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This **may** include but not be limited to the retention and expansion of employment opportunities and the support and increase **in** the County's tax base. To satisfy this requirement, the **vendor** shall affirm in writing its compliance with either **of** the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at **least** ten (10) permanent full time employees, or **part** time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) **that** live in Miami-Dade County, or at least 25% **of** its employees that live in Miami-Dade County, **or**
  - (b) vendor **contributes** to the County's tax base by paying either **real** property taxes or **tangible** personal property taxes **to** Miami-Dade County, **or**
  - (c) some other **verifiable** and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and **final** bid equal to or lower than the amount of the low bid previously **submitted** by the non-local business.

At this time, there is an interlocal **agreement** in effect between Miami-Dade and Broward Counties until **September 2007**. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local **business** pursuant to this Section.

#### 1.11. CONTINUATION OF WORK

Any work that commences **prior** to and will extend beyond the expiration date of the current **contract** period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

#### 1.12. BID PROTEST

- A. A recommendation for **contract** award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all **participants** in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the **County** work day after the filing of the County Manager's recommendation. Such written intent to protest shall state the **particular** grounds on which it is based and shall be accompanied by a **filing** fee as detailed in Para C below.
- C. The written intent to **protest** shall be accompanied by a non-refundable filing fee, **payable** to the Clerk of the Board, in accordance with the **schedule** provided below:



## SECTION 1

### GENERAL TERMS AND CONDITIONS

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County work days after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

#### 1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

#### 1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

#### 1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

#### 1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

#### 1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

#### 1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

#### 1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of

defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### 1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

#### 1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

#### 1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### 1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

#### 1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

**A.** In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

**B.** A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

**SECTION 2**  
**SPECIAL CONDITIONS**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-  
QUALIFICATION OF BIDDERS**

**2.1 PURPOSE: TO PRE-QUALIFY BIDDERS**

The purpose of this Invitation to Bid (ITB) is to pre-qualify potential bidders for future bidding through the submission of documents and forms which verify to the County that the bidder meets or exceeds minimum requirements. Bidders who meet or exceed the requirements established in this ITB shall be placed on a Pre-Qualification List that may be accessed by various County departments to obtain price quotations for the provision of air conditioning and refrigeration parts and supplies, as needed, when needed.

**2.2 SMALL BUSINESS CONTRACT MEASURES (BID PREFERENCE)**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Miami-Dade County Office of Small Business Affairs/DPM for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Miami-Dade County Office of Small Business Affairs/DPM at 305-375-3111 or access [www.miamidade.gov/dbd/home2.asp](http://www.miamidade.gov/dbd/home2.asp).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE**

Intentionally Omitted

**2.4 TERM OF CONTRACT: FIVE (5) YEARS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the five (5) year period.

**2.5 OPTION TO RENEW (OTR): FIVE (5) YEARS**

Prior to the completion of the contract's initial term, the County shall have the option to renew this contract for an additional five (5) years on a year-to-year basis. Continuation of the contract beyond the initial period is a County prerogative, not a right of the vendor. This prerogative may be exercised by the County only when such continuation is clearly



**SECTION 2**  
**SPECIAL CONDITIONS**

in the best interest of the County. In the event the vendor declines the County's right to exercise an option to renew period, the County may consider the vendor to be in default which may effect the vendor's eligibility for future contracts.

**2.6 METHOD OF AWARD: PRE-QUALIFIED BIDDERS WHO WILL BE INVITED TO PARTICIPATE IN SPOT MARKET PURCHASES**

Approved bidders will be placed on a "Pre-qualified Bidders List" on a "per group" basis, which will be accessed by the various County departments, as needed, to obtain Spot Market quotations. To facilitate the quotation process, the pre-qualified vendors in each group will be categorized according to the category of products and the brands/makes they represent. These vendors shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on either an as-needed or on a periodic basis.

When such spot market purchases are initiated, the pre-qualified vendors for the affected group shall be invited to offer a fixed price and a firm delivery time for a specific individual purchase, or a specific purchasing period. It will be the County department's prerogative to contact all the pre-qualified bidders in the affected group to request a quotation, use a rotating system to request quotations from a number of pre-qualified bidders, or to request quotations from the pre-qualified bidders for a specific brand/make or category of products within a group. In general, written spot market quotes will be gathered from at least four (4) vendors whenever possible. The pre-qualified bidder offering the lowest fixed price on the total amount of the order shall be awarded the order, provided that the products proposed by the pre-qualified bidder meet the order's specifications and requirements. The award of the order to one bidder does not preclude the ability of the remaining pre-qualified bidders from submitting offers for other orders as requested by County departments.

Spot market purchases with an estimated total dollar value of \$250.00 or less are exempted from the quotation process.

In the best interest of the County, for items either delivered by the vendor or picked-up from the vendor by authorized County personnel, the availability of the material, geographic location, and/or delivery time may be utilized as deciding factors for the basis of an award to a bidder when it is determined by a County department that a project is time sensitive to meet pre-established deadlines or it is an emergency situation.

It shall be the sole prerogative of the County as to the total amount of pre-qualified bidders on this contract. During the term of this contract, the County reserves the right to receive or re-evaluate submittals, add pre-qualified bidders, add or delete products, or delete bidders, as it deems necessary.

In addition to other County and contract requirements, all bidders shall meet or exceed the following qualification requirements to qualify for this contract:

**SECTION 2**  
**SPECIAL CONDITIONS**

- 2.6.1 Maintain an office staffed by competent company representatives authorized to discuss matters pertaining to the contracted products, who can provide manufacturing information, and who are cognizant of the industry and industry standards.

A list of the firm's key personnel, including their roles and contact information, shall be included with the bidder's submittal. The list shall include the personnel's applicable experience and their qualifications. This document shall demonstrate to the County's satisfaction that the bidder's staff meets the requirement described in the paragraph above.

- 2.6.2 Shall be equipped with modern office equipment, especially a dedicated facsimile (FAX) machine and an e-mail address. Both resources must be available twenty-four (24) hours a day to provide immediate support and expedite quotations.

- 2.6.3 Shall be regularly engaged in the business of providing air conditioning and refrigeration parts and supplies.

Two (2) current references, consisting of existing customers, shall be listed in the bidder's submittal. The references listed must be customers that are currently receiving or have recently received from the bidder the products and services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation. These references shall ascertain to the County's satisfaction that the bidder has sufficient experience and expertise in the conditioning and refrigeration parts and supplies industry.

- 2.6.4 Provide all the information required in Section 4 of this solicitation.

All bidders are required to submit with their bid all the specified information, documents and attachments as proof of compliance to the minimum qualification requirements, however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period. Failure to provide proof of compliance to the minimum qualification requirements, as specified by the County, shall result in the bidder's bid being declared non-responsive. The County shall be sole judge of the bidder's conformance with the qualification requirements and its decision shall be final. The County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the bidders' conformance to the minimum qualification requirements.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.7 PRICES**

All prices to be quoted by the pre-qualified bidders shall be in accordance with the provisions established in these Special Conditions Paragraph 2.6. Order prices shall be quoted as requested by the County department and shall remain fixed and firm until the delivery or pick-up and acceptance of the order is complete.

Orders requiring special handling, such as air-freight or same day delivery, must be authorized by a County representative. Any additional charges resulting from special handling must be authorized by the County representative prior to order placing and must be shown on the vendor's invoice as a separate item.

**2.8 EXAMINATION OF COUNTY FACILITY AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

**2.9 EQUAL PRODUCT**

Intentionally Omitted

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

**2.11 INDEMNIFICATION AND INSURANCE**

Intentionally Omitted

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

Intentionally Omitted

**2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The vendors shall submit an original invoice to the appropriate County user department after a purchase has been completed, whether the specific items were picked up by

**SECTION 2**  
**SPECIAL CONDITIONS**

authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

2.15.1 Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

2.15.2. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- Miami-Dade Water and Sewer Department (M-DWASD) requisition number (if the invoice pertains to an order placed by the M-DWASD).

2.15.3 Pricing Information:

- Unit price of the goods or services provided
- Extended total price of the goods or services provided
- Applicable discounts

2.15.4 Goods or Services Provided per Contract:

- Description of the goods or services
- Quantity delivered

2.15.5 Delivery Information:

- Delivery terms set forth within the specific order
- Location and date of delivery of goods or services

Failure to submit invoices in the prescribed manner shall delay payment.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.16 SHIPPING TERMS: F.O.B. DESTINATION**

All vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at various locations within Miami-Dade County.

**2.17 DELIVERY SHALL BE WITHIN FIVE (5) BUSINESS DAYS AFTER ORDER IS PLACED BY THE COUNTY**

The vendor shall make deliveries within five (5) business days after the date that the County department orders the items, unless otherwise mutually agreed upon by the County and the bidder, in writing, at the time of the specific purchase. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful vendors; except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

Should a vendor to whom an order is awarded fail to deliver within the time period stated above or after any negotiated delivery date has lapsed, the County reserves the right to cancel the order after any back order period which is specified in the Special Conditions has lapsed. If the order is cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the vendor with any re-procurement costs.

**2.18 BACK ORDERS SHALL REQUIRE WRITTEN AUTHORIZATION**

The County shall not accept any back orders of deliveries from the vendor, unless written authorization is issued by the user department. Accordingly, the vendor is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored.

**2.19 WARRANTY SHALL BE NINETY (90) CALENDAR DAYS**

**A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of ninety (90) calendar days after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.



**SECTION 2**  
**SPECIAL CONDITIONS**

**B. Correcting Defects Covered Under Warranty**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within two (2) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and resultant contract contact Maggie Reynaldos at 305-375-1658 or at [mtc@miamidade.gov](mailto:mtc@miamidade.gov).

**2.21 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant

**SECTION 2**  
**SPECIAL CONDITIONS**

to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

**2.22 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**

Since the goods, services, and/or equipment that will be acquired under this solicitation will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this solicitation and resultant contract by reference.

**2.23 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this solicitation shall be in accordance with all governmental standards, to include, but not limited to those issued by the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), the American Water Works Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupation Safety and Health Administration (OSHA).

It shall be the responsibility of all awarded vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

**SECTION 2**  
**SPECIAL CONDITIONS**

**2.24 DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from the vendors who supply containers on an interim basis to the County in conjunction with this bid. Any rental or demurrage costs for such containers that are normally charged by the vendor must be reflected in the unit prices offered by the vendor.

**2.25 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Vendor are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Vendor at the Vendor's expense or (2) require the Vendor to replace the materials at the Vendor's expense.

**2.26 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

The successful bidders shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping cartons which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at minimum, the following information: the County department's release purchase order number, the department's requisition/order number, the date of the order, a complete listing of the items being delivered, and the back-order quantities with their estimated delivery date (if applicable).

**2.27 PATENTS AND ROYALTIES**

The vendor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Vendor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is

**SECTION 2**  
**SPECIAL CONDITIONS**

mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**2.28 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES**

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Housing Authority (MDHA). As a Federally-funded agency, certain clauses within this solicitation do not apply to orders issued by that department.

Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.21 (County User Access Program - UAP).

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-  
QUALIFICATION OF BIDDERS**

**3.1 SCOPE**

It is the intent of this solicitation to make available to the County many qualified suppliers of air conditioning and refrigeration parts and supplies, and other related HVAC items. It is the County's intent to purchase air conditioning and refrigeration parts and supplies, and other related HVAC items.

Only items that are an intrinsic part of air conditioning and refrigeration shall be included in the solicitation. Items such as rags, ladders, tools, chemicals, refrigerant gases, and filters, shall not be part of this bid.

**3.2 GROUPS AND CATEGORIES**

The following is a representative listing of the air conditioning and refrigeration parts and supplies and the brands/makes typically used by the County. These lists are neither exclusive nor complete. To facilitate the quotation process, the pre-qualified bidders in each group will be organized according to the category of products and the brands/makes they represent.

**3.2.1 Group 1: Air Conditioning, and Refrigeration Parts and Supplies**

The product categories include:

Actuators  
Bearing and Shaft Adapters  
Belts and Pulleys  
Blowers  
Capacitors  
Coils  
Compressors  
Condensers and Cooling Towers  
Conductors  
Contactors  
Controls (Not Pneumatic)  
Diffusers  
Driers  
Duct Fittings  
Evaporators  
Fans  
Fan Blades and Blowers  
Filters (All Types)



**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

Fuses  
Grilles  
Hardware  
Insulation  
Monitors  
Motors  
Oils, Lubricants, Fluxes  
Protective Coatings  
Pulleys  
Pumps  
Registers  
Regulators  
Relays  
Sensors  
Specialized Lubricants  
Starters  
Testers  
Thermostats  
Timers  
Tubing and Fittings  
Valves

3.2.2 Brands / Makes

The following is a representative listing of the air conditioning parts and supplies brands/makes typically used by the County.

Acme  
AC & R Component  
Air Guide  
Alco  
Amana  
Aspera  
American Elec.  
Bohn Heat  
Bristol  
Calgon  
Carrier  
Copeland  
Dunham Bush  
Emerson  
Eyel  
Fasco  
Fedders  
Friedrich

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

Frigidaire  
G.E.  
Gemline  
Gibson  
Hart & Cooley  
Highside  
Honeywell  
J.W. Harris  
Johnson Controls  
Kalvinator  
Kenmore  
Lau  
Maneurop  
Mars  
Matsushita  
Mitsubishi  
Motors & Armature  
Mueller  
Owens  
Paragon  
Powerlite  
Rector Seal  
Robertshaw  
Robin Air  
Roper  
Russell Coil  
Sanyo  
Sealed Unit  
Standard Heat  
Tappan  
Tecumseh  
Toshiba  
Trane  
Virginia Kemp  
Wagner  
Watsco  
Westinghouse  
Whirlpool  
Worthington  
York

3.2.3      Group 2: Compressors (A/C and Refrigeration), Remanufacturing and Exchange

Remanufacture or exchange all types and makes of refrigeration and air

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**

conditioning products. Product categories include: compressors, semi-hermetic stators, motors and pumps.

Oil pressure, control oil pressure, disc head pressure, temperature of discharge, suction and electrical stator readings of exchanged or remanufactured compressors must meet the parameters of a new compressor.

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**



**BID NO.: 6750-5/17**  
**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**AUGUST 1, 2007**

**INVITATION TO BID**  
**SECTION 4**  
**BID SUBMITTAL FORM**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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Issued by:	DPM	Date Issued: 7/12/07	This Bid Submittal Consists of
MRR	Purchasing Division		Pages 15 through 21

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Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

<p><b>AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-QUALIFICATION OF BIDDERS</b></p>
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Bid Deposit: Not Applicable to This Solicitation  
Performance Bond: Not Applicable to This Solicitation

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>031-03</b>	
SR. PROCUREMENT AGENT: Maggie Reynaldos	

FIRM NAME: \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND REQUESTED ATTACHMENTS**

**ATTACH AN EXECUTED SET AND TWO COPIES OF THE APPENDIX FORMAL BID AFFIDAVITS TO YOUR SUBMITTAL**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 21 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 21 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

**SECTION 4  
BID SUBMITTAL FOR:**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-  
QUALIFICATION OF BIDDERS**

FIRM NAME: \_\_\_\_\_

**CHECKLIST FOR REQUIRED ATTACHMENTS:**

**This checklist must be completed by all bidders.**

**Refer to the details in Paragraph 2.6.**

<u>Reference:</u>	<u>Summarized Requirement:</u>	<u>Initial As Completed:</u>
Paragraph 2.6.1	Provide complete office address: _____ _____ _____	_____
Paragraph 2.6.1	Attach a list of your firm's key personnel, including their roles and contact information. The list must include the personnel's applicable experience and their qualifications.	_____
Paragraph 2.6.2	Enter your firm's dedicated facsimile (FAX) machine number, including area code:  Fax No. _____  Enter your firm's e-mail address:  E-mail: _____	_____



**SECTION 4  
BID SUBMITTAL FOR:**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-  
QUALIFICATION OF BIDDERS**

FIRM NAME: \_\_\_\_\_

<u>Reference:</u>	<u>Summarized Requirement:</u>						<u>Initial As Completed:</u>
Paragraph 2.6.3	Below, list two references consisting of existing customers. The references listed must be customers that are currently receiving or have recently received from the bidder the products and services described in this solicitation. The references must include the customer's company name, and the name, title, address, and telephone number of the contact person who can verify that the bidder has successfully provided the products and services that the bidder is offering under this solicitation.						_____
	Customer / Company Name ↓	Contact Person's Name ↓	Contact Person's Title ↓	Customer's Address ↓	Customer's Telephone Number ↓	Customer's E-mail Address ↓	
	<b>1</b>						
	<b>2</b>						

**SECTION 4**  
**BID SUBMITTAL FOR:**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-  
QUALIFICATION OF BIDDERS**

FIRM NAME: \_\_\_\_\_

<u>GROUP 1</u> Air Conditioning, and Refrigeration Parts and Supplies	
List the manufacturer brand names/makes and product category (See Paragraph 2.2.1 for list of product categories typically used by the County) that will be available from your firm. (Attach additional sheets if necessary).	
PRODUCT CATEGORY ↓	BRAND NAMES/MAKES ↓

**SECTION 4**  
**BID SUBMITTAL FOR:**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-  
QUALIFICATION OF BIDDERS**

FIRM NAME: \_\_\_\_\_

<p style="text-align: center;"><u><b>GROUP 2</b></u> Compressor (A/C and Refrigeration), Remanufacturing and Exchange</p>		
<p>List the manufacturer brand names/makes of remanufactured or exchange compressors and the product category (See Paragraph 2.2.3 for list of product categories typically used by the County) that will be available from your firm. (Attach additional sheets if necessary).</p>		
PRODUCT CATEGORY ↓	IS PRODUCT REMANUFACTURED, AVAILABLE FOR EXCHANGE OR BOTH? ↓	BRAND NAMES/MAKES ↓

**SECTION 4  
BID SUBMITTAL FOR:**

**AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-  
QUALIFICATION OF BIDDERS**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_

**BID SUBMITTAL FORM****Bid Title: AIR CONDITIONING AND REFRIGERATION PARTS AND SUPPLIES, PRE-QUALIFICATION OF BIDDERS**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 and \_\_\_\_\_
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is ☐, or is not ☐, a local business.**

For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days  
 (Please see paragraph 1.2 H of General Terms and Conditions)

***\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

Signature: \_\_\_\_\_  
 (Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Failure to sign this page shall render your Bid non-responsive.**





# **APPENDIX**

## **AFFIDAVITS**

### **FORMAL BIDS**

**MIAMI-DADE COUNTY BID AFFIDAVITS****▪ DISABILITY NONDISCRIMINATION AFFIDAVIT  
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT  
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES  
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO  
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE  
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING  
TO AFFIDAVITS ON PAGES 1 AND 2**

**MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE**

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**LIVING WAGE AFFIDAVIT**  
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.44 per hour plus health benefits as described in the ordinance, or \$10.81 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_ - \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and \_\_\_\_\_ the expiration date of \_\_\_\_\_.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness: \_\_\_\_\_ Signature \_\_\_\_\_ By: \_\_\_\_\_ Legal Name and Title \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_

☐ a \_\_\_\_\_ corporation ☐ partnership ☐ joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

**CODE OF BUSINESS ETHICS**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20 \_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary

\_\_\_\_\_  
Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature \_\_\_\_\_

---

Date

**SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

**Firm Name of Prime Contractor/Respondent:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_ **Title:** \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100



NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	